Williams Land Co. v. *Crull* (1910) (Tex. Civ. App.) 125 S. W. 339. Yet the opinion in the principal case not only ignores these cases completely but does not cite a single authority in support of the doctrine announced. By statutes in many States a partnership is regarded by law as a distinct entity for a few special purposes, as in the case of taxing acts, acts providing for the filing of chattel mortgages, and occasionally, acts permitting process to run against the partnership as such. *Faulkner* v. *Hyman,* 142 Mass. 53, 6 N. E. 846; *Robertson* v. *Corsett,* 39 Mich. 777; *Fitzgerald* v. *Grimmel,* 64 Iowa, 261, 20 N. W. 179; *Walker* v. *Wait,* 50 Vt. 668. Under the Bankruptcy Act of 1898, a partnership is for many purposes considered an entity. *In re Bertenshaw,* 157 Fed. 363, 85 C. C. A. 61; *Francis* v. *McNeal,* 186 Fed. 481, 108 C. C. A. 459; *Lacey* v. *Cowan,* 162 Ala. 546, 50 South. 281. See also 10 MICH L. REV., 215. The entity theory being of civil law origin is held in Louisiana. *Stothart* v. *Hardie & Co.,* 110 La. 696, 34 South. 740; *Succession of Pilcher,* 39 La. Ann. 362, 1 South. 929. The courts of one other State have unqualifiedly adopted it. *Clay, Robinson & Co.* v. *Douglas County,* 88 Neb. 363, 129 N. W. 548; *Richards* v. *Leveille,* 44 Neb. 38, 62 N. W. 304. And in Kentucky it has been held to apply in a limited sense, so that a firm was held liable for the slanderous utterances of an agent. *Duquesne Distributing Co.* v. *Greenbaum,* 135 Ky. 182, 121 S. W. 1026. In 57 CENT. L. J., it is contended that the acceptance of the legal entity doctrine is the only solution of the hopeless conflict in the decisions relative to the distribution of partnership assets on dissolution and the relative rights of firm and individual creditors therein. However, after careful consideration of the legal entity theory as embodied in a draft drawn up by the late Professor AMES, the Committee on Commercial Law of the Conference on Uniform State Laws have unanimously rejected it in the latest draft of the "Act to Make Uniform the Law of Partnership," and it seems probable as well as desirable that this view will ultimately prevail.

PATENTS — LICENSE RESTRICTIONS — CONTRIBUTORY INFRINGEMENT.—Complainant, patentee of a rotary mimeograph, sold one of its machines to X under a license restriction that the machine should be used only with stencil-paper, ink, and other supplies made by the complainant; defendant sold ink to X with the expectation that it would be used in connection with the mimeograph sold under said restriction. *Held,* (WHITE, HUGHES, and LAMAR, JJ., dissenting), that the license restriction was valid, and the defendant was guilty of contributory infringement. *Sidney Henry et al.* v. *A. B. Dick Company* (1912), 32 Sup. Ct. 364.

An extended comment on this case will appear in the June issue.

PRINCIPAL AND SURETY—DISCHARGE OF SURETY.—Defendants were sureties on a bond, made part of a contract between the United States and a dredging company (defendants' principal). The contract provided that, in case of unavoidable delay during the progress of the work, an extension of time might be granted by the government on certain conditions. There was also an express "per diem" reduction from the contract price in case of delay beyond the period fixed by the contract. Any changes in the plans or specifications

were to be agreed to in writing by the parties to the contract. *Held,* that the sureties were not discharged by an extension of the time fixed for the performance accorded by the government to the contractor; and that the assent of the sureties was not required to the agreement in writing by the parties to the contract in case of any changes in the plans or specifications. *United States* v. *McMullen* (1912) 32 Sup. Ct. 128.

The main ground of defense (which was upheld in the Circuit Court of Appeals; see 167 Fed. 460) was based on the extension of time. Beyond the terms of the contract the sureties did not assent to any change. It was contended that a provision that the contractor might ask for an extension of time, and the government grant it, if it so minded, was not a provision, whereby the sureties could be held to have assented in advance; that the provision in question, being optional on both sides, excluded the idea of anything contractual in its nature. But the Supreme Court says, "this contract definitely contemplated what the nature of the work made manifest, that it might be necessary or very convenient to extend the time, that the sureties must be taken to have contemplated it also as permissible against themselves." Perhaps no case has gone to this length. Heretofore courts always insisted that the power to make such an alteration in a contract, be expressly reserved. Subsequently a further step was taken where one party had the right to make changes, in which case the sureties were presumed to contemplate the making of such changes. *Hayden* v. *Cook,* 34 Neb. 670; *Village of Chester* v. *Leonard,* 68 Conn. 495. The present case goes further and holds that where the right or power to make or grant any changes or alterations is optional with one party to the contract, such a provision is sufficient to hold the sureties liable, they being deemed to have assented to the change in advance.

SPECIFIC PERFORMANCE—MUTUALITY OF CONTRACT.—Complainant and defendant contracted for the exchange of lands. The contract provided that time was of its essence, but also made an allowance of sixty days in which title might be perfected. Complainant's wife did not sign the agreement. The defendant gave notice of refusal to perform. Complainant sought to specifically enforce, after having made tender of a deed of his land signed by himself and wife. *Held,* that the contract was not lacking in mutuality, so as to forbid specific performance, for the inchoate right of dower is not an estate in the land, but at most an incumbrance; and the contract contemplated that the parties should have time to perfect their titles. *Cohen* v. *Segal* (Ill. 1911) 97 N. E. 222.

COOKE, J., dissented on the ground that the principle governing is the same in this instance as in the case of *Gage* v. *Cummings,* 209 Ill. 120, and that instead of attempting to distinguish the two cases, the Gage case should have been expressly overruled. The latter case was distinguished on the ground that dower is not such an estate in the land as the wife owned in the Gage case. It is a general rule that a contract will not be specifically enforced unless it is obligatory on both parties, nor unless both parties, at the time of its execution, have the right to resort to equity for its specific performance. *Norris* v. *Fox,* 45 Fed. 406; *Boucher* v. *Buskirk,* 2 A. K. Marsh